ALRA Advisor

ASSOCIATION of LABOR RELATIONS AGENCIES

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63rd ANNUAL CONFERENCE

Photo - Andrew J. Larsen

Seattle, Washington June 25-29, 2014

ALRA Advisor

The ALRA Advisor is published for members of the Association of Labor Relations Agencies (ALRA) and their staff.

In this issue...

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All articles are subject to editing for length and clarity. Photos should be at a resolution of at least 72 jpg, preferably 500 jpg or greater. Please include Agency name in e-mail subject line.

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ON THE COVER- The Space Needle. Seattle, Washington. Photo: Andrew E. Larsen. papalars via Compfight cc

BELOW- Seattle Skyline as seen from Kerry Park. Photo; Howard Frisk

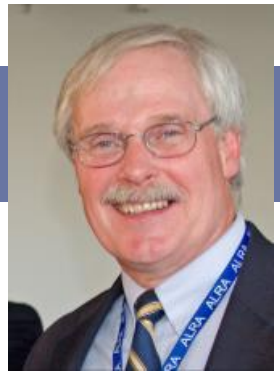
ALRA 63rd Annual Conference — Seattle, Washington

June 25-29, 2014

"Innovation through Labor-Management Collaboration"

From the President...

Innovation: Seattle, Our Professions, ALRA



Kevin Flanigan

So, where are the bluest skies *you've* ever seen?

Well, according to singer Bobby Sherman from the TV show *Here Come the Brides* in the late 1960's, they are *in SEATTLE!* To the comedic writers at *About.com*, Seattle is all about, "grungy hippies sipping coffee in the rain." Most recently to many, Seattle is now recognized as the only city in the US who's Common Council is either progressive or crazy enough to pass a $15 per hour minimum wage, up from the $9.32 that already makes Washington State the highest of all the states.

Whatever Seattle has meant to you in the past, it is a city that exudes *innovation* and we are fortunate to have this remarkable venue for ALRA's 63rd Conference. It is indeed fitting that the theme of ALRA's Advocates Day is "Innovation through Labor-Management Collaboration."

As practitioners we once again have the opportunity to truly connect with each other and learn from some of the best examples of innovation across our professions.

As an organization, during this past year ALRA has been challenged to become innovative—and the leadership and members of the various Committees rose to the challenge in style. Some of the challenges we faced this year might have driven us apart, but I am very proud that the Executive Board adapted and have designed a conference format that recognizes the realities of member agencies and the constraints they face.

Thank You

On behalf of all ALRA agencies and delegates, I would like to personally thank my fellow ALRA Officers for their efforts and support over the past year: Vice Presidents Scot Beckebaugh, Ginette Brazeau, Gilles Grenier, and President-Elect Tim Noonan.

I would also like to thank the Board Members Reg Pearson, Jerry Post, Mike Sellars, Pat Sims, Abby Propis Simms and Jennifer Webster. I would like to acknowledge the retirement of Abby from the NLRB and would like to thank her for her contributions to ALRA over the years.

The work by the Committees produces the ALRA Conference. I would like to thank the Professional Development Committee guided by Co-Chairs Ginette Brazeau and Mike Sellars; Program Committee by Co-Chairs Gilles Grenier and Beth Schindler; Also thanks go to Liz M[ac]Pherson as Chair of the Publications Committee for her work including overseeing the development of the *ALRA Advisor* and the *ALRA website*.

This year I appointed an *ad hoc* Delegate Support Committee to explore ways to make ALRA more supportive to members beyond just the Annual Conference. I would like to thank Co-Chairs Tim Noonan and Reg Pearson for spear heading several recommendations made to the Board. As President, it is my sincere hope a Delegate Support Committee and the essential work it could perform will be developed further.

They say the best is sometimes last. I really want to thank the Arrangements Committee headed by Christy Yoshitomi from Washington PERC. Whether negotiating the detailed contract language with the Hotel or planning social activities for delegates and their families, Christy has been the amazingly-cheerful point person, always professional while confronting whatever challenges were thrown at her and the Committee. While Christy benefited from hands on help from Mike Sellars also at PERC and from Beth Schindler from FMCS, in Christy Yoshitomi one cannot help see the bright future of ALRA.

Finally, I know many of you have still not bounced back from budget cutbacks and reduced funding for professional development. While you may not be able to attend you will be with us in spirit - even if it is just expressed as a song or two, in your honor, in the ALRA Hospitality Suite. ■

— Kevin Flanigan

See you in Seattle!

Merger of the Public Service Labour Relations Board and the Public Service Staffing Tribunal

Last Fall, Parliament approved legislative changes having significant impact on two ALRA member agencies, namely the Public Service Labour Relations Board (PSLRB) and the Public Service Staffing Tribunal (PSST).

The *Economic Action Plan 2013, No. 2*, S.C. 2013, c. 40, known colloquially as Bill C-4, was given Royal Assent on December 12, 2013. This legislation introduced immediate changes to the Canadian federal government collective bargaining process administered by the PSLRB. Bill C-4 also confirmed the merger, at a date that has yet to be determined, of the PSLRB and the PSST.

These two longstanding ALRA member agencies will amalgamate to form one large tribunal named the Public Service Labour Relations and Employment Board (PSLREB).

This new Board will be responsible for the prior mandates of the PSST and the PSLRB and will be given jurisdiction over all human rights complaints filed by federal public servants. ■

Creation of an Integrated Support Agency to provide all Support Services and Staff to Canadian Federal Tribunals

The Government of Canada is changing the approach to service delivery for a number of national administrative and quasi-judicial tribunals, three of them long standing members of the Association of Labor Relations Agencies.

On March 28, 2014, the Government of Canada introduced legislation that will centralize and coordinate the provision of support services to some of its administrative and quasi-judicial tribunals through a single, integrated organization – the Administrative Tribunals Support Service of Canada (ATSSC).

The exact timing for the creation of the ATSSC is yet to be determined as the legislation is still before Parliament. However, once adopted by Parliament, this legislation will consolidate all support services (corporate, registry, legal and mediation) and transfer all the staff into one entity to serve the following federal tribunals:

- Canada Agricultural Review Tribunal
- Canada Industrial Relations Board
- Canadian Cultural Property Export Review Board
- Canadian Human Rights Tribunal
- Canadian International Trade Tribunal
- Competition Tribunal
- Public Servants Disclosure Protection Tribunal
- Public Service Labour Relations and Employment Board
- Specific Claims Tribunal
- Social Security Tribunal
- Transportation Appeal Tribunal

(CIRB—Continued from page 4)

Three ALRA member agencies are affected by this restructuring, namely the Canada Industrial Relations Board (CIRB) and the soon to be merged Public Service Labour Relations Board (PSLRB) and the Public Service Staffing Tribunal (PSST)

The legislation confirms that the mandate of these tribunals will continue to exist unchanged. However, the tribunals will receive all their support services from the ATSSC and all of their former employees will work within the ATSSC. This will leave the Chairpersons and their respective Board members to be responsible for their core adjudicative mandates only.

The headquarters of this new ATSSC organization will be in Ottawa. All regional offices of the CIRB will also be part of the new organization. The ATSSC will be headed by a Chief Administrator, at the deputy head level, who will have full authority to manage the organization's resources and staff.

The Government's stated goal for creating the ATSSC is to better meet the administrative needs of tribunals. The new larger organization will pool resources from all the different entities, which will strengthen the overall capacity to support the tribunals and help modernize their operations, with the goal of improving access to justice for Canadians. It is expected that efficiencies will be realized over time once the new organization begins operating as a single, integrated service provider.

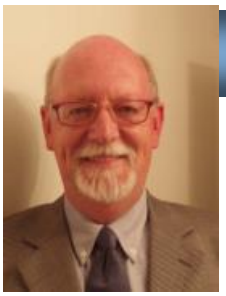
The Government has stated its commitment to protecting the tribunals' adjudicative and decision-making independence. Therefore, the ATSSC will focus on providing the support the tribunals need to do their work. However, it will not be involved in decision-making on cases, a role left to the tribunal Chairpersons and appointees/ members.

It is not clear at the time of writing this piece how the PSLREB will be organized once the merger has been finalized; nor is it clear how the staff that will transfer to the ATSSC will be providing services to the PSLREB. What is sure, is that all concerned will work cooperatively to ensure as smooth a transition as possible of the staff of the CIRB, the PSLRB and the PSST.

Also important and as yet unclear, is how all of these changes will impact on ATSSC staff participation in ALRA activities following the organizational transformations. More to follow. ■

Photo—Howard Frisk

The Ballard Locks, Seattle. Photographer—Howard Frisk



ONTARIO LABOUR RELATIONS BOARD

— *Voy T. Stelmaszynski*

A few comments about the "ins and outs" of the Ontario Labour Relations Board:

Internally, we are close to completion and go-live of a new case management system that will allow us to work with one electronic filing program, rather than the two (which date back to the late 1980's and early 2000's). We expect to see significant efficiencies in these developments.

We are currently on the way to implementing out-going confirmations of filing, adjournment rulings and other Registrar letters by e-mail to parties who provide the Board with their electronic addresses. A second phase of this undertaking, some time down the road, will allow us to accept e-filing.

Speaking *externally*, the Board continues to make its presence felt in the labour relations community and beyond.

The Chair has spoken at a number of union and employer events, meetings, conferences and workshops.

Vice-Chairs routinely assist in lecturing and facilitation in the Osgoode/Society of Ontario Adjudicators and Regulators (SOAR) Adjudicator Training Certificate, as well as presenting at Ontario Bar Association, Law Society and other educational contexts.

The Board's Solicitors also provide outreach both to the broader community, with recent presentations to Labour Studies students from York University, the Information and Privacy Commission (Ontario) and the Human Rights Legal Support Centre, and more narrowly to the Policy Branch of the Ministry of Labour.

Recent case law update

Amendments to the *Occupational; Health and Safety Act* in 2008 introduced provisions relating to workplace harassment and violence. The protections are not parallel, however. Three years ago, the Board issued a decision (*Conforti v Investia Financial Services* 2011 CanLII 60897 (On LRB)) in which it said that it appeared unlikely that the Board had the jurisdiction to hear a complaint that a worker was terminated for filing a harassment complaint with their employer. The comments were *obiter,* but reverberated throughout decisions that followed (The application was dismissed for failing to make out a *prima facie* case).

In November 2013 the Board once again considered the issue of its ability to hear and adjudicate reprisal complaints under the workplace harassment provisions of the *Occupational Health and Safety Act* (*Ljuboja v The Aim Group* 2013 CanLII 76529 (ON LRB)). The Board refused to dismiss the application for failing to plead a *prima facie* case, holding that while an employer is not obliged to guarantee a harassment-free workplace, it must institute procedural guarantees and cannot penalize an employee for participating in the workplace's complaints procedure. The Board said that an employee who makes a harassment complaint to his or her employer is seeking enforcement of the OHSA, thereby bringing the employee within the ambit of the protection of the no-reprisal provision of the OHSA. The merits of the application will be heard later in the spring of 2014.

A further development of this issue was articulated recently in *Kalac v. Corrosion Service Ltd.* (2014 CanLII 15044 (ON LRB)) when the Board observed that it "must be mindful that the exercise of a right under the Act is, in a sense, an act of insubordination in that the employee may be acting directly contrary to the employer's desires or even its commands." In this case, however, the Board had no hesitation in finding that the applicant had crossed the lines of civility and decorum and was properly discharged with no taint of reprisal.

The jurisprudence continues to evolve. ■

MERC 2013 Annual Report

The Michigan Employment Relations Commission (MERC) recently published (*what is believed to be*) its first Annual Report. The Report covers the 2013 Fiscal Year from October 1, 2012 through September 30, 2013 and is available exclusively from the agency's website at http://www.michigan.gov/merc under the "Publications" link on the homepage.

Be one of the first readers of this web-publication prepared, with pride, by the Commission and BER Staff. ■

—Ruthanne Okun

NATIONAL MEDIATION BOARD — *Mary Johnson*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President Obama Announces Presidential Emergency Board 245 and Names Members

On March 20, 2014, President Obama signed an Executive Order creating a second Presidential Emergency Board to help resolve an ongoing dispute between the Long Island Rail Road Company and some of its employees.

Presidential Emergency Board 245 will provide a structure that allows the two sides to attempt to resolve their disagreements. In the 60 days following its establishment, the Presidential Emergency Board will obtain final offers for settlement of the dispute from each side, and then produce a report to the President that selects the offer that the Board finds to be the most reasonable.

The Board's report is not binding, but the party whose offer is not selected would be prohibited by law from receiving certain benefits if a work stoppage subsequently occurs.

President Obama appointed the following members to Presidential Emergency Board No. 245:

- Joshua M. Javits – Appointee for Chair
- Elizabeth C. Wesman – Appointee for Member
- M. David Vaughn – Appointee for Member

NMB certifies ALPA at JetBlue

On April 23, 2014 the National Mediation Board certified the Air Line Pilots Association (ALPA) as the collective bargaining representative of Pilots at JetBlue Airways. The election was conducted by Telephone Electronic Voting (TEV) on April 22, 2014. Over 95 percent of the eligible voters voted in the election, with 639 votes for No Representation, 1,734 votes for ALPA and 56 votes for other organizations or individuals. ■

SEATTLE — DID YOU KNOW...?


STRIKE CALLED
ALL UNIONS TO GO OUT
Seattle Union Record
SIXTY THOUSAND TO RESPOND TO CALL
NO CONSTRUCTIVE LEGISLATION YET
ANNOUNCEMENT OF STRIKE

Front page of the Seattle Union Record *February 13, 1919.*

The five-day Seattle General Strike in 1919 (the first general U.S. strike) saw 65,000 shipyard workers walk off their jobs.

First American city to put police on bicycles.

DON'T Jaywalk or you'll be fined $56.

The Space Needle sways ~1 inch for each 10 mph of wind and is built to withstand a wind velocity of 200 mph.

FMCS Named One of the Most Innovative Agencies in U.S. Government

The Federal Mediation and Conciliation Service (FMCS) was ranked number three 'most innovative' overall among 28 small U.S. government agencies in the 2013 *Best Places to Work in the Federal Government* innovation rankings released by the nonprofit, nonpartisan Partnership for Public Service.

As part of the organization's analysis of the *Best Places to Work* data, the Partnership for Public Service, with consultants from Deloitte and Hay Group, examined how innovative government is, which agencies excel in fostering innovation and what drives innovation in the government space. In these times of reduced resources and complex new challenges, finding ways to improve performance and deliver better results is critical for federal agencies.

But, according to the new analysis released in April, innovation in government is on the decline. The data reveal that while the vast majority of federal employees report they are always looking for better ways to do their jobs, only about half feel they are encouraged to do so. There are exceptions, and in spite of the challenges, the new analysis reveals that some federal agencies are doing quite well.

FMCS scored 74.2 out of 100 on the Partnership for Public Service's annual innovation score, and while ranked third among all small agencies, the FMCS outdid the top medium-sized agency, the Federal Trade Commission, at 69.8 points. The ranking is derived from the Federal Employee Viewpoint Survey of more than 700,000 civil servants from 371 federal agencies and subcomponents conducted annually by the Office of Personnel Management (OPM). Federal employees are asked specifics about how encouraged and motivated they feel to be creative and develop new ideas in their job. These survey results can be used to provide side-by-side comparisons of how agencies or their subcomponents rank in various categories, and examine whether they have improved or regressed over time.

For more information on the *Best Places to Work in the Federal Government* innovation scores and to view the rankings, visit: www.bestplacestowork.org.

Conflict Resolution Week at FMCS Successfully Draws Thousands of Participants

FMCS hosted a highly successful "Conflict Resolution Week" series of in-person and online training seminars January 7-10, to showcase the Agency's training programs and services.

The series of more than 30 free, Web-based, educational sessions included presentations by well-known experts in the field of conflict, covering topics from the traditional basics to the cutting edge in conflict resolution. Hundreds of visitors attended the live sessions held at FMCS headquarters in Washington, DC, while thousands of others logged on to participate online.

Attendees benefitted from specialized training by FMCS mediators and conflict resolution experts from the National Council on Federal Labor-Management Relations, the U.S. Office of Personnel Management, the Federal Labor Relations Authority and the Udall Foundation/U.S. Institute for Environ-mental Conflict Resolution, and Joel Cutcher-Gershenfeld, dean of the Institute of Labor and Industrial Relations, University of Illinois at Urbana-Champaign.

Conference seminar offerings included:

- The New Face of Collective Bargaining
- The Consciously Competent Mediator: Self-Awareness Skills for Neutrals
- Pre-Decisional Involvement under E.O. 13522
- Effective Labor Management Committees
- Decision-Making By Consent
- Environmental Conflict Resolution
- Improving your Settlement Odds: How to Work with a Mediator
- Generational Divide: Myth, Reality or should we go back to work?
- IBB: Silver Bullet or Brass Ring?
- Facilitation Skills for Large Group Meetings
- ADR Services for the Federal Government

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Developing and conducting the Conflict Resolution Week Conference was a collaborative, intra-agency effort led by the FMCS Office of Alternative Dispute Resolution and the Office of Education and Training.

The behind-the-scenes work of FMCS national office staff and the superb preparation and presentation by FMCS field mediators were a big factor in its success. This online event and in-person conference was the first of its kind for FMCS, and demonstrates the Agency's commitment to developing cooperative labor-management relations, promoting ADR in the federal government, and providing practitioners, public and private, with valuable education and training resources for success delivered in new and innovative ways. ■

FMCS Joins with U.S. Department of Education in Hosting National Labor-Management Collaboration Conference

The Federal Mediation and Conciliation Service (FMCS) joined U.S. Secretary of Education Arne Duncan and the leaders of six national education organizations in hosting its third annual national education labor-management conference to promote union and employer collaboration in K-12 public education, held February 27-28 in St. Louis, MO.

Education leaders from across the country gathered together to focus on effectively implementing college- and career-ready (CCR) standards at the conference, which was co-sponsored by the FMCS, the U.S. Department of Education; the American Association of School Administrators (AASA); the American Federation of Teachers (AFT); the Council of Chief State School Officers (CCSSO); Council of the Great City Schools (CGCS); National Education Association (NEA); and the National School Boards Association (NSBA).

Attendees representing management organizations in public education and major teachers' unions expressed strong support for a continuing partnership with the FMCS and the FMCS model of labor-management collaboration to achieve meaningful and long-term reform in U.S. public schools.

FMCS Acting Director Scot Beckenbaugh and more than a dozen mediators and senior managers facilitated labor-management discussions at the conference, promoting cooperation among teachers, school boards and administrators as a means to improve student achievement in their respective schools.

"This conference is an excellent opportunity for school leaders and educators to collaborate and engage with their peers and subject-matter experts who will help them find ways to fully implement college- and career-ready standards," said Virginia B. Edwards, President of Editorial Projects in Education (EPE). "The participants will gain a deeper understanding of the standards, support to help build professional development, and tools to assess their district's implementation."

Past labor-management collaboration conferences have highlighted successful and effective partnerships and their impact on student outcomes. During the previous conference, held in Cincinnati in 2012, former FMCS Director George H. Cohen joined U. S. Secretary of Education Arne Duncan and six other national education leaders in signing a shared vision for the future of the teaching profession.

This document united superintendents, union leaders, and school board presidents in a shared commitment to building collaborative labor-management relationships, policies, and agreements centered on improving student achievement.

The co-sponsoring organizations from the 2014 conference will release a series of solution-based guides resulting from a smaller labor-management collaboration convening in 2013 addressing some of the most significant and prevalent challenges in standards implementation.

The newest published guide, entitled *On the Same Page*, is available online as a tool to assist teams of labor and management working collaboratively at the district and state levels in their implementation efforts by providing guidance that can drive the development of a high-quality implementation plan.

In addition to Acting Director Beckenbaugh, the FMCS conference delegation included FMCS Directors of Mediation Services Gene Bralley, Bob Ditillo, Lane Harstad, and Tom Summers; with FMCS Commissioners Max Aud, David Born, Patrick Dunn, Jenifer Flesher, John Gray, Thomas Jeffery, Richard Kirkpatrick, Thomas Olson, Glen Reed, Jr., Barbara Rumph, and Robert Thompson.

For more information about the conference and to view the planning tool, visit:
http://www.ed.gov/labor-management-collaboration

Major League Soccer Referee Dispute Ends with FMCS Assistance

Federal Mediation and Conciliation Service (FMCS) mediators successfully assisted the Professional Referee Organization (PRO) and the Professional Soccer Referees Association (PSRA) in reaching an agreement that ended a two-week work stoppage that affected the start of the 2014 Major League Soccer (MLS) season. At the conclusion of lengthy mediation conducted under the auspices of FMCS, the parties announced the ratification of a first collective bargaining agreement on March 20.

In response to the announced agreement, FMCS Acting Director Scot L. Beckenbaugh issued a press release congratulating the parties and commending the efforts of FMCS Director of Mediation Services for the Northeast Sub-Region, Jack Sweeney.

"First contracts sometimes pose difficult challenges as the parties seek to define the parameters of a new formal relationship," stated Beckenbaugh. "The leadership of both organizations and their representatives at the bargaining table deserve praise for their patience and willingness to focus on mutually acceptable solutions. I can assure soccer fans everywhere that both parties remained committed and focused upon their shared goal of contributing to the continuous improvement and growth of professional soccer in North America."

Prior to the ratification of the five-year agreement, replacement officials had been calling MLS games in the United States and Canada through the first two weeks of the regular season. FMCS mediators were called in on March 12 to assist the parties.

"It was gratifying to work with them in their mutual effort, first to fully understand their differences and then to jointly explore ways those differences could be bridged and resolved," Beckenbaugh remarked. "The representatives from the PRO and PSRA showed pro-fessionalism and perseverance by choosing to manage their differences in a positive and productive way. As a result, the credit for this positive outcome belongs to them. Having made difficult choices together, ultimately, their perseverance was rewarded with this new agreement."

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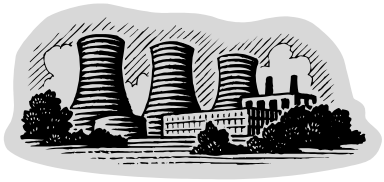
Scot Beckenbaugh Named Acting Director of FMCS

With the resignation of George H. Cohen as Director of the Federal Mediation and Conciliation Service (FMCS) effective in January, Scot L. Beckenbaugh has been named Acting Director.

Previously, Beckenbaugh served as the Deputy Director for Mediation Services and Field Programs for the FMCS. This is the third occasion in which he has served as Acting Director of the Agency.

Mediator Helps Ohio School District and Teachers Reach Agreement

Doug Corwon, a Cleveland-based mediator from the Federal Mediation and Conciliation Service, assisted the Geneva Area City Schools Board of Education in Geneva, Ohio and the Ohio Association of Public School Employees (OAPSE) Local 307 in reaching a tentative, three-year collective bargaining agreement. He received a public thanks for his work in the difficult settlement at a February meeting of the Geneva Area City Schools Board of Education.



With FMCS Help, Contract Reached for Workers at NY Nuclear Plant

Entergy, owner of the Indian Point nuclear power plant, and the Utility Workers Union of America Local 1-2 reached a contract agreement for members of the largest union at the facility in Buchanan, NY, near New York City, with assistance from FMCS mediators Peter Donatello and Martin Callaghan.

The agreement, reached in January, was key to helping the parties avoid a crippling strike or lockout. ■

A. Ionia Public Schools--and—Ionia Education Association, *Case No. C12 G-136, issued April 22, 2014*

Unfair Labor Practice not found. *Employer did not violate § 10(1)(a) or (e) when it failed to hold a "bid-bump" meeting or when it failed to post vacancies for teaching positions in accordance with the parties' expired collective bargaining agreement; Employer has no duty to bargain over decisions about teacher placement as such decisions are prohibited subjects of bargaining under §15(3)(j) of PERA; decisions regarding whether to hold a bid-bump meeting and whether to post vacant teaching positions are decisions about teacher placement; parties are prohibited from bargaining over these decisions*

The Commission affirmed the ALJ's decision finding that the employer had not breached its duty to bargain. The Commission agreed with the ALJ's conclusion that the employer was not required, under § 15(3)(j) of PERA, to post vacant positions or to hold an assignment meeting, also known as a "bid-bump meeting," at which teachers could bid on teaching assignments for the next school year.

The collective bargaining agreement between respondent and charging party expired on August 25, 2011. Their expired contract required a meeting at which teachers could bid on teaching assignments for the next school year. After the contract expired, Respondent did not schedule a bid-bump meeting although requested to do so by charging party in April, May, and June of 2012.

In its charge, the union asserted that respondent violated its duty to bargain and repudiated the contract by failing to schedule the bid-bump meeting and by failing to post vacant positions.

The ALJ held that § 15(3)(j) of PERA unambiguously gives an employer broad discretion to make placement decisions without bargaining over these decisions or the effects thereof, and that any limitation on that discretion would be contrary to the plain reading of the statute. Respondent therefore did not violate PERA when it refused to hold a bid-bump meeting or when it failed to post vacant positions.

On exceptions, charging party argued that § 15(3)(j) of PERA did not apply to the bid-bump procedure in the expired contract because § 15 (3)(j) focuses only on bargaining over the placement of an individual teacher in a specified position and Article X governs the general staffing procedures to be applied to the bargaining unit as a whole. Charging party contended that § 15 (3)(j) does not prohibit the parties from negotiating about the "development, content, standards, procedures, adoption, and implementation of a district's policy for placement."

In affirming the ALJ, the Commission noted that the language "[a]ny decision…regarding teacher placement" contained in § 15(3)(j) necessarily includes decisions about the development, content, standards, procedures, adoption, and implementation of a public school employer's policy for placement of teachers as well as any decision made by the public school employer pursuant to that policy. Consequently, "[a]ny decision . . . regarding teacher placement" necessarily includes decisions regarding the ability of teachers to bid on other positions, to bump into positions, or take other action provided under Article X, Section 1 of the parties' expired collective bargaining agreement.

The Commission also disagreed with charging party's contention that the use of the words "decision," "individual," and "bargaining unit" in the final version of § 15(3)(j), rather than plural forms of those nouns, indicates that the Legislature intended to limit the applicability of § 15(3)(j) of PERA to single decisions affecting individual teachers.

The Commission reviewed the history of the changes in the language of § 15(3)(j) and explained that those changes indicated that the Legislature intended § 15(3)(j) to apply broadly to any decision affecting teacher placement.

Although charging party alleged that Article X of the expired contract continued to bind respondent because an employer must maintain the status quo with respect to mandatory subjects of bargaining after contract expiration, the Commission explained that,

(Continued on page 12)

(Continued from page 11)
after the enactment of 2011 PA 103, provisions of the parties' expired collective bargaining agreement that applied to teacher placement were no longer mandatory subjects of bargaining but were now prohibited subjects of bargaining. Therefore, the employer is no longer required to comply with those terms of the expired contract and, in fact, is prohibited from doing so. ■

B. Pontiac School District-and-Pontiac Education Association, *Case No. C12 D-070, issued March 17, 2014*

Unfair Labor Practice not found. *The employer did not violate § 10(1)(a) or (e) when it distributed questionnaires to students asking for their opinions about their teachers without giving charging party an opportunity to bargain over the questionnaire or when it transferred a bargaining unit member for disciplinary reasons; employer has no duty to bargain over the use of questionnaires to obtain student opinions about teacher performance under § 15(3)(l) of PERA; involuntary transfer of a teacher was a decision made by the employer about teacher placement and is a prohibited subject of bargaining under§ 15(3)(j) of PERA.*

The Commission affirmed the ALJ's decision finding that the employer had not breached its duty to bargain. The Commission agreed with the ALJ's conclusion that the employer's decision to use questionnaires to obtain student opinions about teacher performance is a prohibited subject of bargaining under § 15(3) of PERA. The Commission also agreed with the ALJ's finding that, pursuant to § 15 (3), the employer was not required to bargain over its unilateral decision to transfer a teacher to a different school.

The collective bargaining agreement between respondent and charging party expired on August 31, 2011. In December 2011, charging party learned that respondent planned to distribute a questionnaire to students to elicit students' opinions about their teachers. Respondent, however, informed charging party that the student questionnaire would not be used for evaluative purposes. In January 2012, respondent transferred a teacher to a different school after the teacher was accused of inappropriate conduct.

In its charge, the Pontiac Education Association asserted, among other things, that respondent violated its duty to bargain when it distributed the questionnaires to students asking for their opinions about their teachers without giving the union an opportunity to demand bargaining over the questionnaire. Charging party further alleged that respondent breached its duty to bargain when it unilaterally decided to transfer a bargaining unit member.

The ALJ held that respondent had no duty to bargain with charging party over either issue after the passage of 2011 PA 103, which made public school employers' decisions about employee performance evaluations and teacher placement prohibited subjects of bargaining under § 15(3)(j) and (l) of PERA.

On exceptions, charging party argued that the ALJ erred in finding that the respondent's use of student questionnaires and respondent's involuntary transfer of the teacher were prohibited subjects of bargaining.

Charging party relied upon MCL 380.1248(2), and maintained that, because the parties had a contract in effect when Public Acts 102 and 103 were enacted, the contract language remained in effect. The Commission noted that MCL 380.1248(2) exempts public school employers from complying with provisions of MCL 380.1248 (1) that conflict with a collective bargaining agreement, but explained that the exemption ends when the collective bargaining agreement expires. Here, upon the expiration of the parties' collective bargaining agreement on August 31, 2011, the employer was no longer exempt from the requirements of MCL 380.1248(1).

Charging party argued that the provisions of the expired contract regarding mandatory subjects of bargaining continued to apply until the parties reached agreement or impasse. The Commission disagreed and held that, after the enactment of 2011 PA 103, provisions of the parties' expired collective bargaining agreement that applied to teacher placement or performance evaluations were no longer mandatory subjects of bargaining but were now prohibited subjects of bargaining. Therefore, respondent did not have a duty to continue to apply those provisions.

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On exceptions, charging party asserted that because respondent informed it that the student questionnaire would not be used for evaluative purposes, bargaining over the questionnaire was not prohibited by § 15(3)(l). Charging party then contended that the use of the student questionnaire expanded employee job duties, and therefore was a mandatory subject of bargaining.

The Commission, however, noted that this contention was not made when the matter was before the ALJ. Since this issue was not raised before the ALJ, it was not properly before the Commission.

Charging party alleged that the ALJ erred by finding that it failed to show the student questionnaires affected employees' wages, hours, or terms and conditions of employment. The Commission noted that the only evidence that charging party relied upon for this issue , a sentence in an affidavit, was insufficient to establish a significant change in employees' duties. Moreover, charging party had previously relied on the same sentence to support its argument on another issue raised in the charge.

The ALJ had offered to hold a hearing on the other issue as it raised factual questions with respect to the alleged change in employees' duties. Instead, charging party withdrew that portion of the charge and waived the opportunity to present evidence on the factual issues related to their allegation that there was a significant change in employees' duties.

As a result, the charging party failed to offer sufficient evidence in support of its claim that use of the questionnaires significantly increased employee duties. ■

C. Service Employees International Union (SEIU), Local 517M–and–Paula J. Diem, *Case No. CU12 I-041, issued February 13, 2014*

Unfair Labor Practice Found. *Respondent Collected Full Dues From Charging Party's Pay After She Elected Conversion to Agency Fee Payer Status; Charge Timely Filed; Evidence Supported Charging Party's Claim That She Filed Charge within Six Months of Learning of Unlawful Deductions from Her Pay. Respondent Received Proper Notice of Hearing; Notice of Hearing Was Sent to Respondent in Same Envelope with Cover Letter Indicating Notice of Hearing Was Enclosed and Charge, to Which Respondent Filed an Answer; ALJ Exceeded His Authority When He Recommended Commission Order Respondent to Reimburse Charging Party For Costs Incurred as a Result of Having to Attend Hearing*

In October 2008, charging party submitted an authorization form to the respondent asking for agency fees to be deducted from her pay instead of full union dues. The respondent acknowledged receipt of charging party's request and acknowledged her agency fee payer status in late October 2008.

Subsequently, the respondent sent charging party annual service fee deduction statements indicating the percentage of union dues charged to agency fee payers. In May 2012, charging party received a ballot to vote in a union election. She then checked with her employer's payroll department to confirm that the correct amount for agency fees was being deducted from her wages. She learned that full union dues continued to be deducted from her pay, instead of the reduced agency fee rate.

The ALJ concluded that the respondent committed an unfair labor practice by deducting full union dues after charging party had converted to agency fee payer status and found that that the respondent should repay charging party the full amount of the overpayment. Of the opinion that the respondent could have resolved the matter prior to the hearing, the ALJ also determined that the respondent should reimburse charging party for the wages she would have earned had she not missed work to attend the hearing.

Although the respondent filed an answer to the charge, it did not appear at the hearing. On exceptions, the respondent asserted that it was not sent notice of the hearing and that its right to due process was violated.

However, the Commission observed that the respondent filed an answer to the charge, which had been mailed in the same envelope with the notice of hearing and a cover letter from the ALJ. The ALJ's letter, dated September 27, 2012, stated that the notice of hearing was enclosed.

The Commission concluded that the September 27 letter notified the respondent that the hearing had been scheduled. Therefore, the

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Commission found that even if the notice of hearing was not enclosed with the letter and the charge, the respondent should have taken steps to inform the ALJ that it had not received the notice of hearing. Given the respondent's failure to notify the ALJ that it had not received notice of the hearing, its right to due process was not violated.

On exceptions, the respondent also argued that charging party reasonably should have known the amount of the payments being withdrawn from her pay over the preceding four years, and therefore, the charge was not timely.

The Commission found the evidence in the record, including annual service fee deduction statements from respondent, established that charging party was unaware that the wrong amount was being withdrawn from her pay until she contacted her employer's payroll department in 2012. Since charging party filed the charge within six months of learning of the unfair labor practice that gave rise to the charge, the Commission found the charge was timely. Thus, the Commission ordered the respondent to pay charging party the amount unlawfully deducted from her pay for the full four-year period.

Noting that § 16(b) of PERA does not authorize the Commission to award costs, the Commission found the ALJ erred by deciding to award charging party the sum of $185.00 in lost wages incurred as a result of her having to attend the hearing. ■

D. Decatur Public Schools-and-Van Buren County Education Association-and-Decatur Educational Support Personnel Association, *Case Nos. C12 F-123 and 124, issued Jan. 21, 2014*

Unfair Labor Practice not found. *Employer did not violate § 10(1)(a) or (e) when it imposed "Hard Caps" on the amount it would pay for Health Insurance upon expiration of Collective Bargaining Agreements; Employer's Duty to Bargain under PERA is conditioned upon there being a demand for bargaining by the Union; Where there is no demand to bargain, there is no duty to bargain; Even if demand for bargaining is made, Public Employer's choice between the Hard Caps and the 80% Employer share under PA 152 is a policy decision to be made by the Public Employer and not a Mandatory Subject of Bargaining; Employer's decision not to delay implementation of the Hard Caps on Health Care costs was also a policy choice within its managerial prerogative and not a breach of its duty to bargain*

The collective bargaining agreements between the respondent and each of the charging parties expired in June 2012.

On or about May 9, 2012, the respondent sent a memorandum to members of the support unit, which is represented by Decatur Educational Support Personnel Association (DESPA), informing them that the respondent would implement the hard caps set forth in § 3 of PA 152 on July 1, 2012. DESPA did not demand bargaining over this issue and the respondent implemented the hard caps on the support unit members' share of insurance costs.

On May 14, 2012, the respondent sent a memorandum to the teachers' unit members, who are represented by Van Buren County Education Association (VBCEA), informing them that it would implement the hard caps set forth in § 3 of PA 152 effective July 1, 2012. On May 18, 2012, VBCEA requested bargaining over cost sharing with respect to health care costs and over the respondent's decision to use either the hard caps or the 80% employer share option under § 4 of PA 152. Subsequently, the parties met and bargained over these issues, but did not reach agreement. The respondent then implemented the hard caps on health care costs.

On June 26, 2012, DESPA and VBCEA each filed charges asserting that the respondent violated its duty to bargain in good faith under PERA by imposing the "hard caps" on health care cost sharing set forth in 2011 PA 152. The ALJ held that there is a duty to bargain over an employer's discretionary choice between hard caps and the 80% employer share option under 2011 PA 152 but that the employer has no obligation to secure agreement with the unions before imposing the "hard caps" on the implementation deadline set by 2011 PA 152. Finding that the union representing the support personnel bargaining unit did not make a timely demand for bargaining on this issue, the ALJ determined that the charge filed by DESPA was without merit.

Additionally, finding that the respondent and VBCEA did meet and bargain over cost sharing with respect to health care costs and the respondent's decision to use hard caps or the 80% employer share option, the ALJ determined that the charge filed by VBCEA was without merit as they failed to reach agreement before the statutorily imposed deadline. The ALJ concluded that the respondent had not violated its duty to bargain in good faith under PERA and recommended that the charges be dismissed.

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On exceptions, charging parties argued that the ALJ erred in concluding that 2011 PA 152 prevails over PERA, that PA 152 created a statutorily imposed impasse. Charging parties also asserted error in the ALJ's finding that the employer was not obligated to accept the union's argument that the employer could have delayed implementation of the hard caps under PA 152 and yet could have avoided the penalties imposed by § 9 of that Act. Charging parties further argued that the ALJ erred in concluding that the support unit did not timely seek to bargain over the implementation of hard caps. In its cross exceptions, the respondent argued that the ALJ erred in concluding that the choice between the hard caps and the 80% employer share option under 2011 PA 152 was a mandatory subject of bargaining under PERA.

The Commission found no merit to charging parties' exceptions. Initially, the Commission noted that the employer's duty to bargain under PERA is conditioned upon there being a demand for bargaining by the union. In the present case, the respondent notified both unions of its plan to use the hard cap formula for insurance cost sharing. VBCEA demanded bargaining; DESPA did not. Therefore, the respondent had no duty to bargain with DESPA over its choice between the hard caps and the 80% employer share option for sharing health insurance costs.

With respect to the charge filed by VBCEA, the Commission agreed with the respondent's argument that the ALJ erred by finding that the choice between the hard caps and 80% employer share is a mandatory subject of bargaining. The Commission noted that public employers may bargain with the labor organizations representing their employees over the choice between the hard caps and the 80% employer share, but are not required to do so.

The Commission also found that the employer's decision on whether to accept the risk that would result from delaying compliance with PA 152 is a policy choice within the respondent's managerial prerogative. Contrary to the unions' contention, the Commission held that it was up to the employer to determine the steps it was required to take to ensure compliance with PA 152. Consequently, the employer's decision not to delay implementation of the hard caps on health care costs was not a breach of its duty to bargain.

This case is currently on appeal to the Michigan Court of Appeals. ■

E. City of Detroit-and-Police Officers Association of Michigan (Emergency Medical Technician Unit), Detroit Police Command Officers Association, and Detroit Police Lieutenants and Sergeants Association, *Case Nos. D09 F-0703, D11 J-1169, & D13 A-0005, issued June 14, 2013*

Employer's Motion to Dismiss Pending Act 312 Arbitrations Granted*. Commission has Power to Determine Who is Covered by Act 312 and to Determine Impact of PA 436 on Act 312 Arbitrator's Authority in Pending Arbitration; Commission has no Jurisdiction to Resolve Constitutionality of Legislative Enactments; PA 436 was not Intended to Impose the Restrictions of Act 312 on an Emergency Manager; PA 436 Suspended the Duty of an Employer in Receivership to Bargain; Act 312 Arbitration is Dependent upon the Duty to Bargain; Employer in Receivership Under PA 436 Therefore has no Obligation to Participate in Act 312 Arbitration.*

In each of the three cases involved in this decision, Petitions for Act 312 Arbitration were filed and arbitrators were appointed prior to March 28, 2013, the effective date of 2012 PA 436.

On April 18, 2013, the employer filed a motion with the Commission and argued that, in each of the three arbitration proceedings, the arbitrator lacked jurisdiction to proceed because of the suspension of the employer's duty to bargain set forth in §27(3) of the Local Financial Stability and Choice Act, 2012 PA 436 (PA 436), MCL 141.1541 – 141.1575. On this basis, the employer claimed that the Commission should dismiss each of the three Act 312 arbitration cases.

The unions involved in the three arbitrations, Police Officers Association of Michigan (POAM), Detroit Police Command Officers Association (DPCOA), and Detroit Police Lieutenants & Sergeants Association (DPLSA), each filed responses to the employer's motion to the Commission.

On May 14, 2013, the Commission heard oral argument from the employer, POAM, DPCOA, and DPLSA and allowed the Detroit Fire Fighters Association to file an amicus curiae brief.

The unions and the amicus curiae maintained that there was no basis for the dismissal of the Act

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312 arbitrations because the Commission did not have jurisdiction to dismiss a pending Act 312 arbitration. The three involved unions also argued that the suspension of the employer's duty to bargain under PA 436 did not affect the parties' rights and obligations to proceed with Act 312 arbitrations for which the petitions were filed prior to the effective date of PA 436.

With respect to the jurisdictional issue, a majority of the Commission noted that the responsibility for implementing Act 312 necessarily includes the power to determine who is covered by the Act. Therefore, the authority to decide whether the suspension of the duty to bargain pursuant to § 27(3) of Public Act 436 also suspends the authority of an Act 312 arbitrator in a pending arbitration.

Although the DPCOA argued that the Legislature's failure to amend §15(8) of PERA created a conflict that violated the Michigan Constitution, the Commission held that it has no jurisdiction to resolve questions regarding the constitutionality of legislative enactments.

With respect to the impact of Act 436 on the parties' rights and obligations under Act 312, the Commission majority held that an employer in receivership has no duty to bargain under PA 436 and therefore no obligation to participate in Act 312 arbitration.

Initially, after reviewing the language and intent of both Act 312 and PA 436, the Commission noted that PA 436 does not exclude bargaining units eligible for Act 312 arbitration from its coverage. Further, given the language of § 12 (1)(j) of PA 436 and §15(8) of PERA, the Legislature could not have intended to impose the restrictions of Act 312 on an emergency manager. On the contrary, the Commission pointed out that the language of §12(1)(j) expressly allows an Emergency Manager to reject, modify, or terminate the terms of any collective bargaining agreement, including one resulting from an Act 312 award.

Under such circumstances, the Commission found that the Legislature could not have intended an employer in receivership, with no duty to bargain and with an emergency manager in place, to be involuntarily subject to Act 312 arbitration proceedings.

In examining the dependency of Act 312 arbitration on the presence of a duty to bargain, the Commission reviewed *Metropolitan Council 23, AFSCME v Center Line*, 414 Mich 642 (1982). In that case, the Court held that the distinction drawn between mandatory and permissive subjects of bargaining determines the scope of an Act 312 arbitration panel's authority and that an Act 312 panel has no authority over matters for which there is no duty to bargain.

The Commission further noted that the mediation process is a condition precedent to initiation of Act 312 arbitration and a public employer that has no duty to bargain has no duty to participate in mediation. Thus, the Commission concluded that only a public employer that is not in receivership under PA 436 or a labor organization can be required to participate in Act 312 arbitration.

The employer argued that when the duty to bargain under PERA is suspended, there are no longer any mandatory subjects of bargaining.

The Commission rejected this argument and held that the suspension of the duty to bargain under PA 436 does not convert mandatory subjects of bargaining into non-mandatory subjects. The underlying nature of subjects of bargaining, whether they are mandatory or permissive, does not change upon the suspension of an employer's duty to bargain.

The Commission noted that where an employer's duty to bargain has been suspended, the employer may still choose to bargain, and may voluntarily choose to participate in Act 312 arbitration.

Where, however, an employer in receivership has not voluntarily consented to Act 312 arbitration, the arbitration panel has no authority to issue an award binding that employer.

In view of the foregoing, the Commission majority held that the employer in this dispute had no obligation to participate in Act 312 arbitration, was not willing to do so, and therefore, was not required to do so. On this basis, the arbitrations were dismissed.

Although Commissioner Green agreed with the Majority's rejection of the employer's argument that the suspension of the duty to bargain converts mandatory subjects of bargaining into permissive subjects, Commissioner Green disagreed with the Majority's conclusion that the three Act 312 arbitration cases should be dismissed.

The Commissioner noted that the requirements for initiating Act 312 proceedings under § 3 were met in the three cases, that nothing in PERA or Act 312 authorizes the Commission to dismiss an Act 312 petition when the conditions in § 3 of Act 312 have been met and that PA 436 contains no explicit prohibition barring Act 312 arbitration. ■

Summaries prepared with the assistance of law student Carl Wexel.


Lessard photo

PERC, FMCS and the NLRB host another successful Collective Bargaining & Arbitration Conference

The Labor and Employment Relations Agencies 37th Annual Collective Bargaining and Arbitration Conference, sponsored by PERC, the Federal and Mediation Conciliation Service and the National Labor Relations Board was another success. The conference, which was held April 3 and 4, brought together 500 attendees from both private and public sector labor and management in the state of Washington.

Topics this year included, radical collaboration, social media in collective bargaining, the impact of recent state laws on marijuana in the workplace, Interest Based Bargaining, the Affordable Care Act and a luncheon address by ALRA's own Scot Beckenbaugh. The conference, the topics and the attendance is a testament to the commitment in this state to use collective bargaining to develop strong, collaborative relationships between labor and management.

PERC continues to reduce the time to issue decisions

Over the last two years, PERC has emphasized issuing decisions in a timely manner, and we have placed our initial emphasis at the Commission level. The Commission is a part-time commission and hears appeals from decisions made by agency adjudicators.

At the beginning of 2012, the Commission carried a backlog of approximately 35 appeals. As a part-time Commission, there was a very real risk of that backlog becoming permanent. Approximately 40% of the 24 Commission decisions issued in 2011 were issued 365 days after the record closed at the Commission level. Some decisions were issued two years after the close of the record at the Commission level. On average, Commission decisions issued in 2011 were issued 311 days after the close of the record.

In 2013, 81% of the 51 Commission decisions issued were issued in less than 365 days after close of the record at the Commission. Approximately 60% of those decisions issued within 180 days after close of the record. In addition, the Commission's backlog had been trimmed to less than ten cases. Kudos to Appeals Administrator Charity Atchison and the Commission for working this issue. We do not just track the time to issue a decision. We are committed to issuing quality decisions, and we track how those decisions are treated by reviewing courts.

We likewise saw progress with both decisions issued by examiners and the Executive Director, where the goal is to issue decisions within 90 days of the close of the record. On average, examiner decisions issued within 100 days of the close of the record and Executive Director decisions issued within 70 days of the close of the record. Continuing to improve the timeliness of our decisions, without sacrificing quality, remains a goal for the agency.

The state Court of Appeals affirmed the Commission in the judicial review of a decision finding the employer discriminated against the union president in not selecting the union president for a position. In that case, the union animus occurred not with the manager making the hiring decision, but with a subordinate who participated in the hiring process and made a recommendation to the manager making the hiring decision.

In finding against the employer, the Commission borrowed a test from other anti-discrimination laws to find against the employer based on the subordinate bias.

The Commission held that where an employment decision is influenced by the union animus of a subordinate or advisor to the decision maker, the decision will be found discriminatory, and a remedial order will be issued unless the respondent can demonstrate that the decision maker independently reached the same conclusion free from union animus.

The Court of Appeals affirmed the Commission, although the court held that the Commission applied the incorrect burden of proof. The court held that the complainant must show that the subordinate's union animus was a substantial factor in the decision resulting in an unfair labor practice. Because the record clearly showed that the Complainant satisfied that burden, the court affirmed the Commission.

The court also held, without assertion by the Commission, that the Commission's enabling statutes gave the Commission authority to impose individual liability on person(s) acting for the employer. (*City of Vancouver v. PERC*, Court of Appeals No. 43641-8-II (2014)). ■

CONFERENCE AGENDA

WEDNESDAY, JUNE 25, 2014

2:30–4:00 **Welcome Session for First Time Attendees**

- **Elizabeth MacPherson** | Chair, Canada Industrial Relations Board
- **Tim Noonan** | Executive Director, Vermont Labor Relations Board

4:00–6:00 **Welcome Reception**

7:10 **Baseball Game** (Seattle Mariners vs Boston Red Sox)

THURSDAY, JUNE 26, 2014—Advocates' Day (see page 19 for separate agenda)

FRIDAY, JUNE 27, 2014

08:30–10:30 **CONCURRENT DISCUSSIONS**

Theme: *Increased demand for transparency and efficiency – What are agencies doing to rise to the challenge?*

Mediators

- **Reg Pearson** | Assistant Deputy Minister, Ontario Ministry of Labour
- **Beth Schindler** | Regional Director Western Region, Federal Mediation and Conciliation Service –US

Board and Commission Members

- **Elizabeth MacPherson** | Chair, Canada Industrial Relations Board
- **Mike Hogan** | Chair, Florida Public Employment Relations Commission

General Counsel

- **Sylvie Guilbert** | General Counsel, Public Service Labour Relations Board
- **Jerald Post** | General Counsel, Illinois Labor Relations Board

Administrators

- **Mike Sellars** | Executive Director, Washington Public Employment Relations Commission
- **Catherine Gilbert** | Deputy Director/Registrar, Ontario Labour Relations Board

11:00–12:30 **CONCURRENT WORKSHOPS**

The Affinity Model – A Collaborative Approach to Economic Bargaining

- **Javier Ramirez** | Commissioner, Federal Mediation and Conciliation Service – US

Effective Decision Writing

- **Janelle Niebuhr** | Board Member, Iowa Public Employment Relations Board
- **Athanasios Hadjis** | Senior Legal Counsel, Public Service Staffing Tribunal of Canada

12:30–1:30 **Luncheon**

1:30–2:30 **Cross Cultural Dispute Resolution**

- **Fazal Bhimji** | Mediator/ Arbitrator

3:00–4:45 **Navigating the Neutral's Cognitive Landscape: Understanding the Impact of our Brains and Behavior on Dispute Resolution**

- **LuAnn Glase** | Commissioner, Federal Mediation and Conciliation Service – US
- **Carolyn Brommer** | Commissioner, Federal Mediation and Conciliation Service – US

5:00 **Evening: Out in the City**

SATURDAY, JUNE 28, 2014

9:00–10:30 **CONCURRENT WORKSHOPS**

How can my agency do that? How agencies can navigate their way to IT improvements

- **Gary Shinners** | Executive Secretary and Bryan Burnett | Chief Information Officer, National Labor Relations Board
- **Josée Dubois** | Executive Director and General Counsel, Public Service Staffing Tribunal
- **Mike Sellars** | Executive Director, Washington Public Employment Relations Commission

The Impact of Social Media and Electronic Tools on Mediation and Arbitration

- **Kathy Peters** | Mediator, Federal Mediation and Conciliation Service – CA
- **Eileen Hennessey** | Counsel, National Mediation Board

ADVOCATES' DAY — *June 26, 2014*

Innovation Through Labor-Management Collaboration

09:00 **WELCOME**
- **Ed Murray**, Mayor of Seattle *(Invited)*

09:00—0:945 **Labor Relations Now and in the Future**
- **John Talton**, *Economics—Freelance Journalist*, *Seattle Times*

10:00—11:00 **Impact of the Affordable Care Act on Collective Bargaining**
- **Frank J. Morales**, *Attorney*, McKenzie, Rothwell, Barlow & Coughran

11:15—12:15 **Income Disparity, Union Density and the Impact on Collective Bargaining**
- **Chris Tilly**, *Professor of Urban Planning*: Director, UCLA Institute for Research on Labor and Employment

12:30—1:45 **LUNCHEON**
- **Brad Tilden**, *CEO*, Alaska Airlines

1:45—3:15 **Workplace Accommodation for Employees with Addictive Disorders**
- **Dr. Ray Baker**, *MD, FCFP, FASAM, Associate Clinical, Professor*, University of British Columbia

3:30—5:00 **Labor-Management Cooperation: It's About Real Outcomes (A Success Story)**
- **Jimmy Settles**, *Vice*-President/Director, United Auto Workers
- **Bill Dirksen**, *Vice-President*, Labor Affairs, Ford Motor Company

5:00 **RECEPTION**

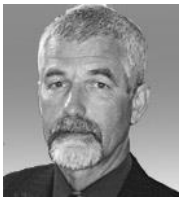
2014 Speakers

Jon Talton

Jimmy Settles

Bill Dirksen

Brad Tilden



Ray Baker

Frank J. Morales

Chris Tilly

(AGENDA — Continued from page 18)

10:45–12:00 **Ethics**
- **Gilles Grenier** | Director of Dispute Resolution Services, Public Service Labour Relations Board
- **Phillip Hanley** | Member, Phoenix Employment Relations Board

12:00–1:15 **Luncheon: The State of Labor Relations**
- **Scot Beckenbaugh** | Deputy Director, Federal Mediation and Conciliation Service – US

1:15 – 2:15 **ALRA as a Tool to Confront the Changing Landscape**
- **Tim Noonan**| Executive Director, Vermont Labor Relations Board
- **Janelle Niebuhr** | Board Member, Iowa Public Employment Relations Board
- **Marilyn Glenn Sayan** | Chair, Washington Public Employment Relations Commission
- **Elizabeth MacPherson** | Chair, Canada Industrial Relations Board

2:30 –3:15 **Annual Business Meeting**

3:15 –4:30 **Board Meeting**

6:00 **Reception**

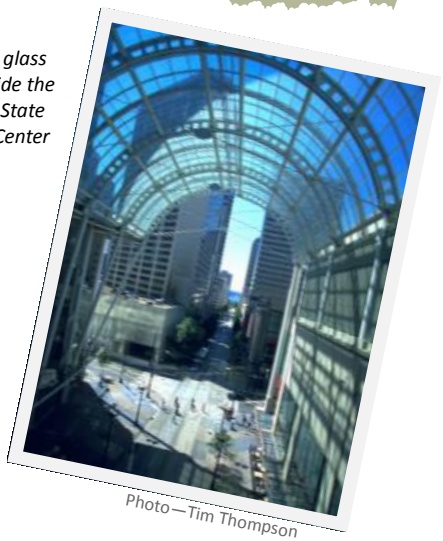
7:00 **Closing Banquet**

Slices of Seattle

Photo--Howard Frisk

Lake Washington

A block-long glass canopy outside the Washington State Convention Center



Photo—Tim Thompson

Photo—Tim Thompson

Bell Harbor Marina

2012 Seattle Photographs. Photo—Howard Frisk

Seattle Waterfront

Photo--Howard Frisk

Pike Place Market